

NUSCALE POWER, LLC

SECOND AMENDMENT TO THE THIRD AMENDED AND RESTATED 2011 EQUITY INCENTIVE PLAN

This Second Amendment to the Third Amended and Restated 2011 Equity Incentive Plan (the “Plan”) is adopted effective August 19, 2021 (the “Effective Date”) by the Board of Managers of NuScale Power, LLC (the “Company”) pursuant to Section 11 of the Third Amended and Restated 2011 Equity Incentive Plan (the “Third A&R Plan”). The first amendment to the Third A&R Plan was approved by the Board of Managers of the Company and became effective on August 22, 2019 pursuant to Section 11 of the Third Amended and Restated 2011 Equity Incentive Plan. The Third A&R Plan was approved by the Board of Managers of the Company and became effective on February 14, 2018 pursuant to Section 11 of the Second Amended and Restated 2011 Equity Incentive Plan (the “Second A&R Plan”). The Second A&R Plan was approved by the Board of Managers of the Company and became effective on February 26, 2014 pursuant to Section 11 of the Amended and Restated 2011 Equity Incentive Plan (the “First A&R Plan”). The First A&R Plan was approved by the Board of Managers of the Company and became effective on April 25, 2012 pursuant to Section 11 of the 2011 Equity Incentive Plan (the “Original Plan”). The Original Plan was approved by the Board of Managers of the Company and became effective on December 7, 2011. The Original Plan was approved on December 7, 2011, which was within 12 months of the effective date of the Original Plan, by the affirmative vote of the holders of a majority of the outstanding units of the Company entitled to vote by a written consent signed by the holders having not less than the minimum number of votes that would have been necessary to approve the Plan at a meeting of the unitholders. No option granted under the Original Plan was exercisable, and no units were awarded pursuant to the Original Plan, before the unitholder approval was obtained. This Plan amends and restates the Third A&R Plan.

1. **Purpose.** The purpose of this Plan is to enable the Company to attract and retain the services of individuals who can and do contribute to the Company’s success by providing members of the Board of Managers, employees and Consultants (as defined below) with an opportunity to share in the equity of the Company and to more closely align their interests with that of the Company and its members. For purposes of this Plan, a person is considered to be employed by or in the service of the Company if the person is employed by or in the service of any entity (the “Employer”) that is either the Company or a parent or subsidiary of the Company. Defined terms used herein but not defined herein have the meaning given to them in the Company’s Operating Agreement.

1.1 “Consultant” means any consultant or adviser who is not an employee of the Company, if: (i) the consultant or adviser renders *bona fide* services to the Company or any parent or subsidiary of the Company; (ii) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (iii) the consultant or adviser is a natural person who has contracted directly with the Company or any parent or subsidiary of the Company to render such services.

2. **Units Subject to the Plan.** Subject to adjustment as provided below and in Section 8, the units to be offered under the Plan shall consist of the Company’s Common Units, and the total number of Common Units that may be issued under the Plan shall be 96,800,000 units. If an option or right to receive restricted units granted under the Plan expires, terminates or is canceled,

the unissued units subject to that option or right to receive restricted units shall again be available under the Plan. If units issued pursuant to Section 7 under the Plan are forfeited to or repurchased by the Company, the number of units forfeited or repurchased shall be available under the Plan.

3. **Effective Date and Duration of Plan.**

3.1 ***Effective Date.*** The Plan was adopted by the Board of Managers of the Company and became effective as of the Effective Date. Options may be granted at any time after the Effective Date and before termination of the Plan, and units may be awarded pursuant to Section 7 of the plan at any time before termination of the Plan.

3.2 ***Duration.*** The Plan shall continue in effect until the earlier of (i) the date that is 10 years after the Effective Date or (ii) such time as all units available for issuance under the Plan have been issued and all restrictions on the units have lapsed. The Board of Managers may suspend or terminate the Plan at any time except with respect to options and units subject to restrictions then outstanding under the Plan. Termination shall not affect any outstanding options, any right of the Company to repurchase units or the forfeitability of units issued under the Plan.

4. **Administration.**

4.1 ***Board of Managers.*** The Plan shall be administered by the Board of Managers of the Company, which shall determine and designate the individuals to whom awards shall be made, the amount of the awards and the other terms and conditions of the awards. Subject to the provisions of the Plan, the Board of Managers may adopt and amend rules and regulations relating to administration of the Plan, advance the lapse of any waiting period, accelerate any exercise date, waive or modify any restriction applicable to units (except those restrictions imposed by law) and make all other determinations in the judgment of the Board of Managers necessary or desirable for the administration of the Plan. The interpretation and construction of the provisions of the Plan and related agreements by the Board of Managers shall be final and conclusive. The Board of Managers may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any related agreement in the manner and to the extent it deems expedient to carry the Plan into effect, and the Board of Managers shall be the sole and final judge of such expediency.

4.2 ***Committee.*** The Board of Managers may delegate to any committee of the Board of Managers (the "Committee") any or all authority for administration of the Plan. If authority is delegated to the Committee, all references to the Board of Managers in the Plan shall mean and relate to the Committee, except (i) as otherwise provided by the Board of Managers and (ii) that only the Board of Managers may amend or terminate the Plan as provided in Sections 3 and 10.

5. **Types of Awards, Eligibility, Limitations.** The Board of Managers may, from time to time, take the following actions, separately or in combination, under the Plan: (i) grant options as provided in Section 6 and (ii) issue units, including rights to receive units, as provided in Section 7. Awards may be made to employees, including employees who are officers or members of the Board of Managers, and to other individuals described in Section 1 selected by the Board of Managers. The Board of Managers shall select the individuals to whom awards shall be made and shall specify the action taken with respect to each individual to whom an award is made.

At the discretion of the Board of Managers, an individual may be given an election to surrender an award in exchange for the grant of a new award.

6. Option Grants.

6.1 **Terms of Grant.** The Board of Managers may grant options under the Plan. With respect to each option grant, the Board of Managers shall determine the number of units subject to the option, the exercise price, the period of the option and the time or times at which the option may be exercised. The option price for options shall be determined by the Board of Managers at the time of grant and may be any amount determined by the Board of Managers, but in no case shall the option price be less than 100 percent of the fair market value of the units covered by the option at the date the option is granted. Options granted under the Plan shall continue in effect for the period fixed by the Board of Managers.

6.2 **Exercise of Options.** Except as provided in Section 6.4 or as determined by the Board of Managers, no option granted under the Plan may be exercised unless at the time of exercise the optionee is employed by or in the service of the Company and shall have been so employed or provided such service continuously since the date the option was granted. Unless the Board of Managers determines otherwise, all units issued pursuant to an option exercise shall be subject to any unit transfer restrictions in the Company's operating agreement, and each optionee shall be required to sign and deliver a signature page to such operating agreement upon the exercise of an option. Except as provided in Sections 6.4 and 7, options granted under the Plan may be exercised from time to time over the period stated in each option in amounts and at times prescribed by the Board of Managers. Unless otherwise determined by the Board of Managers, if an optionee does not exercise an option in any one year for the full number of units to which the optionee is entitled in that year, the optionee's rights shall be cumulative and the optionee may purchase those units in any subsequent year during the term of the option. Options may only be exercised effective as of the earlier of (a) the first day of the calendar quarter following the date of the Company's receipt of the written notice required by Section 6.5-1 or (b) the day prior to the expiration date of the option.

6.3 **Nontransferability.** Each option granted under the Plan by its terms (i) shall be nonassignable and nontransferable by the optionee, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the optionee's domicile at the time of death, and (ii) during the optionee's lifetime, shall be exercisable only by the optionee; provided, however, that (A) an optionee may transfer an option by gift or domestic relations order to a family member of the optionee if such optionee is employed by the Company at the time of such transfer and has either been continuously employed by the Company for more than five years at the time of such transfer or is over 60 years old at the time of such transfer, and (B) the Board of Managers may permit any other option to be transferable by gift or domestic relations order to a family member of the optionee. For this purpose, the term "family member" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships of the optionee, and any trust in which these persons have more than 50% of the beneficial interest. The individual or entity to whom an option under Plan is transferred pursuant to clause (ii)(A) of this Section 6.3 (x) is referred to in the Plan as a "Lifetime Transferee," and (y) subject to the terms and conditions of the Plan, may exercise the option during the optionee's lifetime.

6.4 Termination of Employment or Service.

6.4-1 General Rule.

(a) **For Optionees with Less than Five Years of Service.** Unless otherwise determined by the Board of Managers, if an optionee's employment or service with the Company terminates for any reason other than because of total disability, death, or retirement as provided in Sections 6.4-2, 6.4-3 and 6.4-4 before the optionee has an aggregate of at least five years of service with the Company (including service with the Company before the Company converted from a corporation into a limited liability company), the optionee may only cause his or her option to be exercised by providing the written notice required by Section 6.5-1 to the Company at any time before the expiration date of the option or the expiration of 30 days after the date of termination, whichever is the shorter period, but only if and to the extent the optionee was entitled to exercise the option at the date of termination; provided, however, that the Board of Managers may not provide for a post-termination exercise period that ends before the earlier of (i) the expiration of 30 days after the date of termination or (ii) the expiration date of the option.

(b) **For Optionees with At Least Five Years of Service and Lifetime Transferees.** Unless otherwise determined by the Board of Managers, if an optionee's employment or service with the Company terminates for any reason other than because of total disability, death, or retirement as provided in Sections 6.4-2, 6.4-3 and 6.4-4 when the optionee has an aggregate of at least five years of service with the Company (including service with the Company before the Company converted from a corporation into a limited liability company), the optionee or such optionee's Lifetime Transferee may only cause an option to be exercised by providing the written notice required by Section 6.5-1 to the Company at any time before the earlier of (i) the expiration date of the option or (ii) the date that is the number of years after the date of termination equal to the optionee's full years of employment or service with the Company, minus five, plus one, but only, in the case of clause (i) and (ii), if and to the extent the optionee or such optionee's Lifetime Transferee was entitled to exercise the option at the date of termination; provided, however, that the Board of Managers may not provide for a post-termination exercise period that ends before the earlier of (i) the expiration of 30 days after the date of termination or (ii) the expiration date of the option.

6.4-2 **Termination Because of Total Disability.** Unless otherwise determined by the Board of Managers, if an optionee's employment or service with the Company terminates because of total disability, the optionee or such optionee's Lifetime Transferee may only cause an option to be exercised by providing the written notice required by Section 6.5-1 to the Company at any time before the expiration date of the option or before the date 12 months after the date of termination, whichever is the shorter period, but only if and to the extent the optionee or such optionee's Lifetime Transferee was entitled to exercise the option at the date of termination. provided, however, that the Board of Managers may not provide for a post-termination exercise period that ends before the earlier of (i) the expiration of 30 days after the

date of termination or (ii) the expiration date of the option. The term “total disability” means a medically determinable mental or physical impairment that is expected to result in death or has lasted or is expected to last for a continuous period of 12 months or more and that, in the opinion of the Company and two independent physicians, causes the optionee to be unable to perform his or her duties as an employee, member of the Board of Managers, officer or consultant of the Employer. Total disability shall be deemed to have occurred on the first day after the two independent physicians have furnished their written opinion of total disability to the Company and the Company has reached an opinion of total disability.

6.4-3 Termination Because of Death. Unless otherwise determined by the Board of Managers, if an optionee dies while employed by or providing service to the Company, the Successor (as defined below) or such optionee’s Lifetime Transferee may only cause the option to be exercised by providing the written notice required by Section 6.5-1 to the Company at any time before the expiration date of the option or before the date 12 months after the date of death, whichever is the shorter period, but only if and to the extent the optionee or such optionee’s Lifetime Transferee was entitled to exercise the option at the date of death and only by (a) the person or persons to whom the optionee’s rights under the option shall pass by the optionee’s will or by the laws of descent and distribution of the state or country of domicile at the time of death (the “Successor”), or (b) if applicable, such optionee’s Lifetime Transferee; provided, however, that the Board of Managers may not provide for a post-termination exercise period that ends before the earlier of (i) the expiration of 30 days after the date of termination or (ii) the expiration date of the option.

6.4-4 Retirement Pursuant to the Company’s Retirement Policies. Unless otherwise determined by the Board of Managers, if an optionee has an aggregate of at least five years of service with the Company (including service with the Company before the Company converted from a corporation into a limited liability company) and retires from the Company pursuant to and in accordance with the Company’s retirement policies on or after the date that the optionee reaches the age of 60 (the date of such retirement, the “Retirement Date”), the optionee or such optionee’s Lifetime Transferee may cause an option to be exercised by providing the written notice required by Section 6.5-1 to the Company by the dates specified as follows:

(a) If the optionee retires on or after the date that the optionee reaches the age of 60 but before the date the optionee reaches the age of 65, by the earlier to occur of (i) the date that is the number of years after the Retirement Date equal to the optionee’s full years of employment or service with the Company or (ii) the expiration date of the option; or

(b) If the optionee retires on or after the date that the optionee reaches age 65, by the earlier to occur of (i) the date that is the number of years after the Retirement Date equal to the optionee’s full years of employment or service with the Company, multiplied by two or (ii) the expiration date of the option.

Notwithstanding the foregoing, the optionee or such optionee’s Lifetime Transferee may only exercise an option pursuant to this Section 6.4-4 if and to the extent the optionee or such optionee’s Lifetime Transferee was entitled to exercise the option on the optionee’s Retirement Date.

6.4-5 **Amendment of Exercise Period Applicable to Termination.**

The Board of Managers may at any time extend the exercise periods set forth in Section 6.4-1, Section 6.4-2, Section 6.4-3 and Section 6.4-4 any length of time not longer than the original expiration date of the option. The Board of Managers may at any time increase the portion of an option that is exercisable, subject to terms and conditions determined by the Board of Managers.

6.4-6 Failure to Exercise Option. To the extent that the option of any deceased optionee or any optionee whose employment or service terminates is not exercised because the written notice required by Section 6.5-1 is not provided to the Company within the applicable period, all further rights to purchase units pursuant to the option shall cease and terminate.

6.4-7 Leave of Absence. Absence on leave approved by the Employer or on account of illness or disability shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Board of Managers, vesting of options shall continue during a medical, family or military leave of absence, whether paid or unpaid, and vesting of options shall be suspended during any other unpaid leave of absence.

6.5 **Purchase of Units.**

6.5-1 Notice of Exercise. Unless the Board of Managers determines otherwise, units may be acquired pursuant to an option granted under the Plan only upon the Company's receipt of written notice from the optionee, the Successor or such optionee's Lifetime Transferee of such person's intention to purchase units, specifying the number of units the person desires to purchase under the option and the date on which the person intends to exercise the option, which date must be the earlier of (a) the first day of the calendar quarter following the date of the Company's receipt of the written notice or (b) the day prior to the expiration date of the option, and, if required to comply with the Securities Act of 1933, containing a representation that it is the person's intention to acquire the units for investment and not with a view to distribution.

6.5-2 Payment. Unless the Board of Managers determines otherwise, on or before the date specified for completion of the purchase of units pursuant to an option exercise, the optionee, the Successor or such optionee's Lifetime Transferee must pay the Company the full purchase price of those units in cash or by check. No units shall be issued until full payment for the units has been made, including all amounts owed for tax withholding.

6.5-3 Tax Withholding. Each optionee, Successor or Lifetime Transferee who has exercised an option shall, immediately upon notification of the amount due, if any, pay to the Company in cash or by check amounts necessary to satisfy any applicable federal, state and local tax withholding requirements. If additional withholding is or becomes required (as a result of exercise of an option or as a result of disposition of units acquired pursuant to exercise of an option) beyond any amount deposited before delivery of the certificates, the optionee, Successor or Lifetime Transferee shall pay such amount, in cash or by check, to the Company on demand. If the optionee, Successor or Lifetime Transferee fails to pay the amount demanded, the Company or the Employer may withhold that amount from other amounts payable to the optionee, Successor or Lifetime Transferee, including salary, subject to applicable law.

6.5-4 Reduction of Reserved Units. Upon the exercise of an option, the number of units reserved for issuance under the Plan shall be reduced by the number of units issued upon exercise of the option.

7. Unit Awards. The Board of Managers may issue units, including restricted units or rights to receive restricted units (“RURs”), under the Plan (“Unit Awards”) for any consideration, including promissory notes and services, determined by the Board of Managers. A RUR represents the right to receive one unit subject to satisfaction of the conditions set forth in the applicable RUR award agreement. Unit Awards shall be subject to the terms, conditions and restrictions determined by the Board of Managers and set forth in an award agreement. The terms may include restrictions concerning transferability, repurchase by the Company and forfeiture of the units issued or awarded, deferral of the date for receipt of any units and any other terms determined by the Board of Managers. Unless the Board of Managers determines otherwise, any units issued pursuant to a Unit Award shall be subject to any unit transfer restrictions in the Company’s operating agreement, and the recipient of each Unit Award shall be required to sign and deliver a signature page to such operating agreement. The Company may require any recipient of a Unit Award to pay to the Company in cash or by check upon demand amounts necessary to satisfy any federal, state or local tax withholding requirements. If the purchaser fails to pay the amount demanded, the Company or the Employer may withhold that amount from other amounts payable to the purchaser, including salary, subject to applicable law. Units granted to employees pursuant to this Section 7 may be granted as “profits interests” for federal income tax purposes, within the meaning of Revenue Procedure 93-27, 1993-2 CB 343 (1993) and Revenue Procedure 2001-43, 2001-2 CB 191 (2001) issued by the Internal Revenue Service, or as capital interests.

8. Changes in Capital Structure.

8.1 Unit Splits, Distributions, Etc. If the outstanding Common Units of the Company are hereafter increased or decreased or changed into or exchanged for a different number or kind of units or other securities of the Company by reason of any split, combination of units, distribution payable in units, recapitalization or reclassification, appropriate adjustment shall be made in the number and kind of units available for grants under the Plan and in all other unit amounts set forth in the Plan. In addition, appropriate adjustment shall be made in the number and kind of units subject to Unit Awards as to which units have not been issued and as to which outstanding options, or portions thereof then unexercised, shall be exercisable, so that the holder’s proportionate interest before and after the occurrence of the event is maintained. With respect to any outstanding option or any other outstanding award granted under the Plan, the Board of Managers shall also make such adjustments as may be required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the award. Notwithstanding the foregoing, the Board of Managers shall have no obligation to effect any adjustment that would or might result in the issuance of fractional units, and any fractional units resulting from any adjustment may be disregarded or provided for in any manner determined by the Board of Managers. Any adjustments made by the Board of Managers pursuant to this Section 8.1 shall be conclusive.

8.2 Corporate Transactions. Unless otherwise provided at the time of grant, in connection with the occurrence of any of the following events pursuant to which outstanding Common Units are converted into cash or other equity interests, securities or property (each, a “Transaction”): (i) a merger, combination, consolidation, plan of exchange or other

reorganization, (ii) a sale of all or substantially all of the assets of the Company (in one transaction or a series of related transactions), or (iii) a dissolution of the Company, the Board of Managers may select from among the following for treatment of outstanding awards under the Plan with the right to treat each award in a different manner:

8.2-1 An outstanding award may be assumed by the surviving or acquiring company and converted into an equity interest or right to an acquire equity interest of the surviving or acquiring company in the Transaction with the terms (including the amount and type of equity subject thereto, any exercise price and vesting provisions) to be conclusively determined by the Board of Managers, taking into account the relative values of the companies involved in the Transaction and the exchange rate, if any, used in determining equity of the surviving or acquiring entity to be held by holders of equity of the Company following the Transaction; or

8.2-2 An unissued unit subject to a Unit Award may be issued immediately prior to the consummation of the Transaction, and an option may become exercisable for 100% of the units subject to the options, effective as of the consummation of the Transaction.

To the extent that an outstanding option is not assumed pursuant to Section 8.2-1, but is exercisable immediately prior to the Transaction, whether as a result of the application of Section 8.2-2 or otherwise, the Board of Managers shall approve some arrangement by which holders of options shall have a reasonable opportunity to exercise all such options effective as of the consummation of the Transaction or otherwise realize the value of these awards, as determined by the Board of Managers. Any option that is not exercised whether or not exercisable in accordance with procedures approved by the Board of Managers may be terminated.

8.3 ***Rights Issued by Another Entity.*** The Board of Managers may also grant options, Unit Awards and equity awards under the Plan with terms, conditions and provisions that vary from those specified in the Plan, provided that any such awards are granted in substitution for, or in connection with the assumption of, existing options, Unit Awards, equity awards or other awards granted, awarded or issued by another entity and assumed or otherwise agreed to be provided for by the Company pursuant to or by reason of a merger, combination, consolidation, acquisition or similar transaction.

8.4 ***Dissolution of the Company.*** In the event of the dissolution of the Company, the Board of Managers shall provide a period of 30 days or less before the completion of the Transaction during which outstanding options may be exercisable, and upon the expiration of that period, all unexercised options shall immediately terminate. The Board of Managers may, in its sole discretion, accelerate the exercisability of options so that they are exercisable in full during that period.

9. **Option Repricing/Cancellation and Regrant/Waiver of Restrictions.** Subject to Section 2 and Section 11 and the specific limitations on options contained in this Plan, the Board of Managers from time to time may authorize, generally or in specific cases only, for the benefit of any options, any adjustment in the exercise price, the vesting schedule, the number of shares subject to, or the term of, an option granted under this Plan by cancellation of an outstanding option and a subsequent regranting of the option, by amendment, by substitution of an outstanding

option, by waiver or by other legally valid means. Such amendment or other action may result in, among other changes, an exercise price that is higher or lower than the exercise price of the original or prior option, provide for a greater or lesser number of Common Units subject to the option, or provide for a longer or shorter vesting or exercise period.

10. **Market Stand-off.** In connection with any public equity offering by the Company, each recipient of an award under the Plan and their Successors and Lifetime Transferees shall agree (i) not to sell or otherwise dispose of any equity interests of the Company in conformance with terms of the lock-up or similar agreement proposed by the underwriters for such offering and (ii) to execute an agreement in the form proposed; provided that (x) substantially all of the Company's officers and managers enter into identical agreements, (y) the restrictive period does not exceed 365 days following the offering, and (z) the failure to execute a form of agreement shall not affect the enforceability of this covenant. To enforce this covenant, the Company may impose stop-transfer instructions with respect to the equity interests of the recipient until the end of the restrictive period.

11. **Amendment of the Plan.** The Board of Managers may at any time modify or amend the Plan in any respect. Except as provided in Section 8, however, no change in an award already granted shall be made without the written consent of the holder of the award if the change would have a material adverse effect on the holder. To the extent necessary and desirable to comply with applicable law, the Board of Managers may obtain member approval, by the affirmative vote of the holders of a majority of the outstanding units of the Company entitled to vote, which vote may be obtained either at a meeting of the unitholders or by means of one or more written consents signed by holders having not less than the minimum number of votes that would be necessary to approve the Plan at a meeting of the unitholders, for any Plan amendment.

12. **Approvals.** The Company's obligations under the Plan are subject to the approval of state and federal authorities or agencies with jurisdiction in the matter. The Company will use its best efforts to take steps required by state or federal law or applicable regulations, including rules and regulations of the Securities and Exchange Commission and any stock exchange on which the Company's units may then be listed, in connection with the grants under the Plan. The foregoing notwithstanding, the Company shall not be obligated to issue or deliver Common Units under the Plan if such issuance or delivery would violate state or federal securities laws.

13. **Employment and Service Rights.** Nothing in the Plan or any award pursuant to the Plan shall (i) confer upon any employee any right to be continued in the employment of an Employer or interfere in any way with the Employer's right to terminate the employee's employment at will at any time, for any reason, with or without cause, or to decrease the employee's compensation or benefits, or (ii) confer upon any person engaged by an Employer any right to be retained or employed by the Employer or to the continuation, extension, renewal or modification of any compensation, contract or arrangement with or by the Employer.

14. **Rights as a Unitholder.** The holder of any award under the Plan shall have no rights as a member of the Company or as a holder of units with respect to any Common Units until the date the award holder becomes the holder of record of those units. Except as otherwise expressly provided in the Plan, no adjustment shall be made for distributions or other rights for which the record date occurs before the date the award holder becomes the holder of record of those units.

Plan History

The Original Plan: 2011 Equity Incentive Plan adopted: December 7, 2011

The First A&R Plan: Amended and Restated 2011 Equity Incentive Plan adopted: April 25, 2012

The Second A&R Plan: Second Amended and Restated 2011 Equity Incentive Plan adopted: February 26, 2014

The Third A&R Plan: Third Amended and Restated 2011 Equity Incentive Plan adopted: February 14, 2018

The Third A&R Plan: Third Amended and Restated 2011 Equity Incentive Plan amended: August 22, 2019